

AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the City of Lincoln hereinafter referred to as the "the City," and the County of Lancaster, Nebraska, hereinafter referred to as "the County."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, Lancaster County and the City of Lincoln are responsible for providing road improvement and maintenance to the streets and roads located within their respective jurisdictions; and

WHEREAS, the County and the City agree that it is mutually beneficial to pave North 70th Street from Interstate 80 north to Waverly Road.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1) Length. The length of this Agreement shall be from the date of execution until the completion of the above described paving project, estimated to be the Fall of 2002.

2) Purpose. The purpose of this agreement is to provide for the paving of North 70th Street from Interstate 80 north to Waverly Road. The total project length is 2.20 miles and lies outside the City limits of the City of Lincoln.

3) Responsibilities. The County will have the following duties and responsibilities:

- A. The County will install a 24 foot wide rural paving section, with left turn lanes at Bluff Road, that is eight inches in thickness.
- B. The County will be responsible for the plans, bid letting.

award, construction inspection, shouldering work, seeding and striping.

The City will have the following responsibilities:

- A. The City shall be responsible for one half the cost of asphalt paving, for the portion between Interstate 80 and the Bluff Road, which is presently estimated to be \$105,000.
- B. The City will be billed and pay for their share of the cost after completion of the project estimated to be in the Fall of 2002.

4) Compensation. The City shall pay one half the cost of the asphalt paving which is estimated at \$105,000. The City will pay its share upon completion of the project which is estimated to be the Fall of 2002.

5) Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the successful City shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the successful City.

6) Assignment. Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement.

7) Hold Harmless. Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.

8) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

9) Equal Employment Opportunity. In connection with the carrying out of the activities

provided herein, neither the County nor the City shall discriminate against a bidder because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

10) Termination. This Agreement may be terminated at any time by either party giving sixty (60) days written notice.

11) This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

EXECUTED by the County this \_\_\_\_ day of \_\_\_\_\_, 2001.

County of Lancaster

BY: \_\_\_\_\_

Kathy Campbell, Chair  
Lancaster County Board of  
Commissioners

APPROVED AS TO FORM:

This \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Deputy County Attorney  
for GARY E. LACEY  
County Attorney

EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 2001.

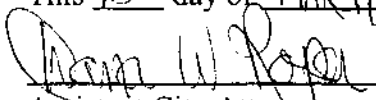
City of Lincoln

BY: \_\_\_\_\_

Mayor Don Wesely

APPROVED AS TO FORM:

This 13<sup>th</sup> day of MARCH, 2001.

  
\_\_\_\_\_  
Assistant City Attorney  
for DANA W. ROPER  
City Attorney